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*Attorneys for Plaintiff  
Chrome Hearts LLC*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CHROME HEARTS LLC, a Delaware Limited Liability Company,	) CASE NO.
	)
	) <b>PLAINTIFF'S COMPLAINT FOR</b>
	) <b>DAMAGES AND EQUITABLE RELIEF</b>
Plaintiff,	)
vs.	) <b>1. TRADEMARK INFRINGEMENT;</b>
	)
	) <b>2. FALSE DESIGNATIONS OF</b>
	) <b>ORIGIN AND FALSE</b>
	) <b>DESCRIPTIONS;</b>
NINE WEST HOLDINGS, INC., a Delaware Corporation; MACY'S INC., a Delaware Corporation; and DOES 1- 10, inclusive,	) <b>3. COMMON LAW TRADEMARK</b>
	) <b>INFRINGEMENT AND UNFAIR</b>
	) <b>COMPETITION;</b>
Defendants.	) <b>4. COPYRIGHT INFRINGEMENT</b>
	)
	) <b>JURY TRIAL DEMANDED</b>

**Plaintiff Chrome Hearts LLC** for its claims against **Defendants Nine West Holdings, Inc. and Macy's Inc.** respectfully alleges as follows:

**JURISDICTION AND VENUE**

1. Plaintiff files this action against Defendants for trademark infringement under the Lanham Trademark Act of 1946, 15 U.S.C. §1051 et seq. (the "Lanham Act") as well as copyright infringement under 17 U.S.C. § 101, et seq., and related claims of trademark infringement and unfair competition under the statutory and

1 common law of the State of California. This Court has subject matter jurisdiction over  
2 the trademark and copyright infringement claims under 28 U.S.C. §§1331 and 1338(a).

3 2. This Court has supplemental jurisdiction over the claims in this  
4 Complaint which arise under state statutory and common law pursuant to 28 U.S.C. §  
5 1367(a), since the state law claims are so related to the federal claims that they form  
6 part of the same case or controversy and derive from a common nucleus of operative  
7 facts.

8 3. This Court has personal jurisdiction over Defendants because Defendants  
9 regularly conduct business within the state of California, are registered with the  
10 California Secretary of State, and/or have principal places of business in the state of  
11 California.

12 4. This action arises out of wrongful acts, including advertising, offering for  
13 sale, selling and distributing products by Defendants within this judicial district.  
14 Venue is proper in this district pursuant to 28 U.S.C. §1391 because the claims  
15 asserted arise in this district.

### 16 **THE PARTIES**

17 5. Plaintiff Chrome Hearts LLC (“Chrome Hearts”) is a limited liability  
18 company organized and existing under the laws of the state of Delaware, with an office  
19 and principal place of business at 915 North Mansfield Avenue, Los Angeles,  
20 California 90038.

21 6. Upon information and belief, Defendant Nine West Holdings, Inc. (“Nine  
22 West”) is a corporation duly organized and existing under the laws of the state of  
23 Delaware with an office and principal place of business at 180 Rittenhouse Circle,  
24 Bristol, Pennsylvania 19007. Plaintiff further alleges upon information and belief that  
25 Nine West is registered to do business in the state of California and has agents for  
26 service of process therein located at 2710 Gateway Oaks Drive, Suite 150N,  
27 Sacramento, California 95833.  
28

1           7.     Upon information and belief, Defendant Macy's, Inc. ("Macy's") is a  
 2 corporation duly organized and existing under the laws of the state of Delaware with  
 3 an office and principal place of business at 7 West 7th Street, Cincinnati, Ohio 45202.  
 4 Plaintiff further alleges upon information and belief that Macy's is registered to do  
 5 business in the state of California and has agents for service of process therein located  
 6 at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833

7           8.     Plaintiff is unaware of the names and true capacities of Defendants,  
 8 whether individual, corporate and/or partnership entities named herein as DOES 1  
 9 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff will  
 10 seek leave to amend this complaint when their true names and capacities are  
 11 ascertained. Plaintiff is informed and believes and based thereon alleges that said  
 12 Defendants and DOES 1 through 10, inclusive, are in some manner responsible for the  
 13 wrongs alleged herein, and that at all times referenced each was the agent and servant  
 14 of the other Defendants and was acting within the course and scope of said agency and  
 15 employment.

16           9.     Plaintiff is informed and believes, and based thereon alleges, that at all  
 17 relevant times herein, Defendants and DOES 1 through 10, inclusive, knew or  
 18 reasonably should have known of the acts and behavior alleged herein and the damages  
 19 caused thereby, and by their inaction ratified and encouraged such acts and behavior.  
 20 Plaintiff further alleges that Defendants and DOES 1 through 10, inclusive, have a  
 21 non-delegable duty to prevent or cause such acts and the behavior described herein,  
 22 which duty Defendants and DOES 1 through 10, inclusive, failed and/or refused to  
 23 perform.

#### 24           **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

##### 25           **A.     The Chrome Hearts Brand and its Marks**

26           10.    Chrome Hearts has been engaged in the design, manufacture, and sale of  
 27 artistically styled leather goods, apparel, jewelry, and accessories since 1988.  
 28

1           11. Chrome Hearts is the owner of the word/mark “CHROME HEARTS” as  
2 well as a variety of other federal trademark and copyright comprising the Chrome  
3 Hearts mark and assorted design components.

4           12. Chrome Hearts sells a wide variety of quality artistic products, including  
5 leather pants, leather jackets, leather vests, sterling silver jewelry, including necklaces,  
6 bracelets, rings and wallet chains, belt buckles, fabric apparel, bags and a wide  
7 collection of other products, including its recent line of custom, one-of-a-kind  
8 furniture, eyewear, and crystal ware.

9           13. Entertainers, such as Madonna, Arnold Schwarzenegger, Karl Lagerfeld,  
10 Cher, Kate Hudson, Tom Brady, David Beckham, and Lenny Kravitz can all be seen in  
11 Chrome Hearts’s fashions. Chrome Hearts products are sold in the exclusive  
12 CHROME HEARTS stores throughout the world and in select specialty stores, such as  
13 Colette of Paris, Bergdorf Goodman in New York and the United Arrows and  
14 Selfridges in London.

15           14. In 1993, the Council of Fashion Designers of America (“CFDA”)  
16 presented Chrome Hearts with an unsolicited award as designer of the year for its  
17 innovated accessories and jewelry designs.

18           15. Virtually all Chrome Hearts® products, including clothing, denim, and  
19 jewelry, are handmade in Los Angeles by Chrome Hearts’s craftsmen. The level of  
20 expert workmanship exercised by these individuals is superior and conforms with the  
21 strict standards established by Chrome Hearts.

22           16. Works designed by Chrome Hearts have been praised and recognized in  
23 numerous articles appearing in both trade publications and publications directed to the  
24 general public around the world, including articles in the United States, Germany,  
25 Japan and France. These articles have acclaimed the high artistry, fashion and style of  
26 Chrome Hearts’s designs and the uniqueness of the designs.

**B. Defendants' Infringing Conduct**

17. The present lawsuit arises from Defendants' infringement of one or more of the Chrome Hearts's federally registered trademarks and copyrighted works by certain jewelry products sold under the R.T. JAMES® brand (hereinafter "Infringing Products"), exemplars of which are shown below



18. Said Infringing Products have been advertised, offered for sale, and sold by Macy's via its retail stores and e-commerce store ([www.macys.com](http://www.macys.com)), which is accessible to consumers nationwide.

19. Upon information and belief, Defendant Nine West is the manufacturer, source, supplier, and/or distributor of the Infringing Products and have distributed said Infringing Products to retailers nationwide, including those within this judicial district.

20. Chrome Hearts is informed and believes and hereon alleges that Defendants have sold products bearing confusingly similar reproductions of Chrome Hearts's federally registered trademarks and copyrighted works in an effort to exploit Chrome Hearts's reputation in the market.

21. Chrome Hearts has not granted a license or any form of permission to Defendants with respect to its trademarks, copyrighted works, trade dresses, or other intellectual property.

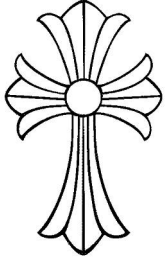
**FIRST CLAIM FOR RELIEF**

**(Federal Trademark Infringement – 15 U.S.C. § 1114)**

22. Chrome Hearts incorporates herein by reference the averments of the preceding paragraphs as though fully set forth herein.

23. Chrome Hearts is the owner of the word/mark "CHROME HEARTS" as well as a variety of other federal trademark registrations comprising the Chrome

Hearts mark and assorted design components, including in relevant part the following trademarks:

	Reg. No.	Date of Reg.	Class/Goods
 ("CH Cross")	3,605,854	April 14, 2009	International Class ("IC") 018. Bags, namely, handbags, shoulder bags, clutches, tote bags, wallets, back packs and luggage.
	3,605,860	April 14, 2009	IC 014. Jewelry, namely, rings, earrings, pendants, necklaces, bracelets, cuff bracelets, cuff links, watch bracelets and key rings made of precious metals.
	3,606,059	April 14, 2009	IC 025. Clothing, namely, tee shirts, shirts, tank tops, sweaters, sweat shirts, sweat pants, jeans, pants, jackets, coats and hats.
	3,731,397	Dec. 29, 2009	IC 009. Eyewear, namely, eyeglasses, sunglasses, eyeglass cases and sunglass cases.

24. Registrations to Chrome Hearts's CH Cross Mark are in full force and effect and have been used continuously since their respective first dates of use. Indeed many of the registrations to the CH Cross Mark are incontestable by virtue of their registrations and continuous use in commerce for more than five years.

1           25. The CH Cross Mark is nationally recognized, including within the Central  
2 District of California, as being affixed to goods and merchandise coming from Chrome  
3 Hearts.

4           26. Defendants' use of marks substantially indistinguishable and/or  
5 confusingly similar to the CH Cross Mark on the Infringing Products is likely to lead  
6 to and result in consumer confusion, mistake or deception, and are likely to cause the  
7 public to believe that Chrome Hearts has produced, sponsored, authorized, licensed or  
8 is otherwise connected or affiliated with Defendants' commercial and business  
9 activities, all to the detriment of Chrome Hearts.

10           27. Defendants' infringement of the CH Cross Mark is without Chrome  
11 Hearts's permission or authority and in total disregard of Chrome Hearts's rights to  
12 control its trademarks.

13           28. Upon information and belief, Defendants' acts are deliberate and intended  
14 to confuse the public as to the source of Defendants' goods or services and to injure  
15 Chrome Hearts and reap the benefit of Chrome Hearts's goodwill associated with  
16 Chrome Hearts's trademarks.

17           29. As a direct and proximate result of Defendants' infringing conduct,  
18 Chrome Hearts has been injured and will continue to suffer injury to its business and  
19 reputation unless Defendants are restrained by this Court from selling the Infringing  
20 Products and otherwise infringing on Chrome Hearts's registered trademarks.

21           30. Chrome Hearts has no adequate remedy at law.

22           31. In light of the foregoing, Chrome Hearts is entitled to injunctive relief  
23 prohibiting Defendants from using any of the CH Cross Mark, and/or any marks  
24 identical and/or confusingly similar thereto, and to recover from Defendants all  
25 damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain  
26 as a result of such infringing acts, and all gains, profits and advantages obtained by  
27 Defendants as a result thereof, in an amount not yet known, as well as the costs of this  
28



1 action pursuant to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to  
2 15 U.S.C. § 1117(b), and/or statutory damages pursuant to 15 U.S.C § 1117(c).

3 **SECOND CLAIM FOR RELIEF**

4 **(False Designations of Origin and False Descriptions – 15 U.S.C. § 1125(a))**

5 32. Chrome Hearts incorporates herein by reference the averments of the  
6 preceding paragraphs as though fully set forth herein.

7 33. Defendants' unauthorized use of marks substantially indistinguishable  
8 and/or confusingly similar to the CH Cross Mark on the Infringing Products in  
9 interstate commerce and advertising relating to same constitutes false designation of  
10 origin and a false representation that the goods are manufactured, offered, sponsored,  
11 authorized, licensed by or otherwise connected with Chrome Hearts or come from the  
12 same source as Chrome Hearts's goods when in fact they do not.

13 34. Defendants' use of the CH Cross Mark is without Chrome Hearts's  
14 permission or authority and in total disregard of Chrome Hearts's rights to control its  
15 trademarks.

16 35. Defendants' infringing activities are likely to lead to and result in  
17 confusion, mistake or deception, and are likely to cause the public to believe that  
18 Chrome Hearts has produced, sponsored, authorized, licensed or is otherwise  
19 connected or affiliated with Defendants' commercial and business activities, all to the  
20 detriment of Chrome Hearts.

21 36. Chrome Hearts has no adequate remedy at law.

22 37. In light of the foregoing, Chrome Hearts is entitled to injunctive relief  
23 prohibiting Defendants from using any of the CH Cross Mark, and/or any marks  
24 identical and/or confusingly similar thereto, and to recover from Defendants all  
25 damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain  
26 as a result of such infringing acts, and all gains, profits and advantages obtained by  
27 Defendants as a result thereof, in an amount not yet known, as well as the costs of this  
28 action pursuant to 15 U.S.C. § 1117(a).



**THIRD CLAIM FOR RELIEF**

**(Common Law Trademark Infringement and Unfair Competition)**

38. Chrome Hearts incorporates herein by reference the averments of the preceding paragraphs as though fully set forth herein.

39. Chrome Hearts owns and enjoys common law trademark rights to the CH Cross Mark in California and throughout the United States.

40. Defendants' misappropriation of Chrome Hearts's common law trademarks was intended to capitalize on Chrome Hearts's goodwill for Defendants' own pecuniary gain. Chrome Hearts has expended substantial time, resources and effort to obtain an excellent reputation for itself and its family of marks. As a result of Chrome Hearts's efforts, Defendants are now unjustly enriched and is benefiting from property rights that rightfully belong to Chrome Hearts.

41. Defendants' unauthorized use of the CH Cross Mark has caused and is likely to cause confusion as to the source of Defendants' products, all to the detriment of Chrome Hearts.

42. Defendants' acts are willful, deliberate, and intended to confuse the public and to injure Chrome Hearts.

43. Defendants' acts constitute unfair competition under California common law.

44. Chrome Hearts has been irreparably harmed and will continue to be irreparably harmed as a result of Defendants' infringing activities unless Defendants are permanently enjoined from its infringing conduct.

45. The conduct herein complained of was extreme, outrageous, fraudulent, and was inflicted on Chrome Hearts in reckless disregard of Chrome Hearts's rights. Said conduct was despicable and harmful to Chrome Hearts and as such supports an award of exemplary and punitive damages in an amount sufficient to punish and make an example of Defendants and to deter them from similar such conduct in the future.

46. Chrome Hearts has no adequate remedy at law.

1           47. In light of the foregoing, Chrome Hearts is entitled to injunctive relief  
2 prohibiting Defendants from using the CH Cross Mark to recover all damages,  
3 including attorneys' fees, that Chrome Hearts has sustained and will sustain and all  
4 gains, profits and advantages obtained by Defendants as a result of their infringing acts  
5 alleged above in an amount not yet known, and the costs of this action.

6                                   **FOURTH CLAIM FOR RELIEF**

7                                   **(Copyright Infringement – 17 U.S.C. § 501)**

8           48. Chrome Hearts incorporates herein by reference the averments of the  
9 preceding paragraphs as though fully set forth herein.

10          49. In addition to owning numerous trademark registrations to its various  
11 marks, Chrome Hearts also owns several copyright registrations, including in relevant  
12 part a copyright registration to the CH Cross (VA 705-193), which is attached hereto  
13 and incorporated herein as Exhibit A.

14          50. As the owner of the CH Cross Copyright, Chrome Hearts is entitled to  
15 exclusive use thereof without the unauthorized use by third parties.

16          51. Given the widespread popularity of the CH Cross Copyright and the  
17 striking similarity between said work and the graphic cross on the Infringing Products,  
18 Defendants had access to the CH Cross Copyright and upon information and belief  
19 have knowingly infringed upon one or more of them by manufacturing, distributing  
20 and selling products bearing marks which are substantially similar to the CH Cross  
21 Copyright, in violation of 17 U.S.C. § 501.

22          52. Upon information and belief, Defendants have intentionally, knowingly  
23 and willfully copied the CH Cross Copyright to benefit from the widespread customer  
24 recognition and acceptance of them and to capitalize upon the market created by  
25 Chrome Hearts for its designs.

26          53. Upon information and belief, the aforesaid infringement by Defendants of  
27 the CH Cross Copyright was and continues to be with the knowledge that such designs  
28 are copyrighted and Defendants, in doing the acts complained of herein, have willfully

1 infringed upon Chrome Hearts's rights under the Copyright Laws of the United States,  
2 Title 17 U.S.C. § 101, et seq.

3 54. Defendants' infringement of the CH Cross Copyright is to the great and  
4 irreparable damage of Chrome Hearts, and Chrome Hearts is informed and believes, as  
5 indicated, that Defendants will continue such infringement unless enjoined by this  
6 Court.

7 55. Chrome Hearts has no adequate remedy at law.

8 56. In light of the foregoing, Chrome Hearts is entitled to injunctive relief  
9 prohibiting Defendants from using the CH Cross Copyright or any designs identical  
10 and/or substantially similar thereto for any purpose, and to recover from Defendants all  
11 damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain  
12 as a result of such infringing acts, and all gains, profits and advantages obtained by  
13 Defendants as a result thereof, in an amount not yet known, as well as the costs of this  
14 action pursuant to 17 U.S.C. § 504(b), or in the alternative statutory damages pursuant  
15 to 17 U.S.C. § 504(c), and/or any additional damages pursuant to 17 U.S.C. § 504(d).

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiff respectfully prays that this Court enter judgment in its  
18 favor and against Defendants as follows:

19 1. Entry of an ORDER granting temporary, preliminary and permanent  
20 injunctive relief restraining and enjoining Defendants and their respective officers,  
21 agents, employees, and attorneys, and all those persons or entities in active concert or  
22 participation with them from:

23 (a) manufacturing, importing, advertising, marketing, promoting,  
24 supplying, distributing, offering for sale, or selling Infringing Products and/or any  
25 other products that bear marks/designs identical to, confusingly similar to, and/or  
26 substantially similar to the CH Cross Mark/Copyright;

27 (b) engaging in any other activity constituting unfair competition with  
28 Chrome Hearts, or acts and practices that deceive consumers, the public, and/or trade,

1 including without limitation, the use of designations and design elements associated  
2 with Chrome Hearts;

3 (c) committing any other act which falsely represents or which has the  
4 effect of falsely representing that the goods and services of Defendants are licensed by,  
5 authorized by, offered by, produced by, sponsored by, or in any other way associated  
6 with Chrome Hearts;

7 (d) knowingly assisting, aiding or attempting to assist or aid any other  
8 person or entity in performing any of the prohibited activities referred to in Paragraphs  
9 (a) through (c) above.

10 2. Entry of an ORDER directing Defendants to recall from any distributors  
11 and retailers and to deliver to Chrome Hearts for destruction, or other disposition, all  
12 remaining inventory of the Infringing Products, in addition to any other goods that  
13 infringe upon Chrome Hearts's rights to the CH Cross Mark/Copyright, including all  
14 advertisements, promotional and marketing materials therefore, as well as means of  
15 making same in its possession or under its control;

16 3. Entry of an ORDER directing Defendants to disclose its supplier(s) and  
17 manufacturer(s) of the Infringing Products and provide all documents, correspondence,  
18 receipts, and invoices associated with the purchase of the Infringing Products;

19 4. Entry of an ORDER for an accounting by Defendants of all gains, profits,  
20 and/or advantages derived from its infringing acts;

21 5. Entry of an ORDER directing Defendants to file with this Court and serve  
22 on Chrome Hearts within ten (10) days after entry of the injunction a report in writing,  
23 under oath setting forth in detail the manner and form in which Defendants has  
24 complied with the injunction;

25 6. Award of Defendants' profits and all damages sustained by Chrome  
26 Hearts as a result of Defendants' wrongful acts, and such other compensatory damages  
27 as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) and  
28 17 U.S.C. § 504(b), or in the alternative should Chrome Hearts so elect, an award of

1 statutory damages pursuant to 15 U.S.C. §1117(c) and 17 U.S.C. § 504(c) to Chrome  
2 Hearts

3 7. Award of treble damages in the amount of Defendants' profits or Chrome  
4 Hearts Marks' damages, whichever is greater, for willful infringement pursuant to 15  
5 U.S.C. § 1117(b);

6 8. Award of applicable interest, costs, disbursements and attorneys' fees,  
7 pursuant to 15 U.S.C. § 1117(b) and 17 U.S.C. § 505 to Chrome Hearts;

8 9. Award of punitive damages to Chrome Hearts in connection with its  
9 California state and common law claims;

10 10. Such other relief as may be just and proper.

11  
12 Dated: July 5, 2017

BLAKELY LAW GROUP

13  
14 By: /s/ Cindy Chan  
15 Brent H. Blakely  
16 Cindy Chan  
17 *Attorneys for Plaintiff*  
18 *Chrome Hearts LLC*

19 **DEMAND FOR JURY TRIAL**

20 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Chrome  
21 Hearts LLC hereby demands a trial by jury as to all claims in this litigation.

22 Dated: July 5, 2017

BLAKELY LAW GROUP

23  
24 By: /s/ Cindy Chan  
25 Brent H. Blakely  
26 Cindy Chan  
27 *Attorneys for Plaintiff*  
28 *Chrome Hearts LLC*

# EXHIBIT A





This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

REGISTER OF COPYRIGHTS  
United States of America

VA 705-193



EFFECTIVE DATE OF REGISTRATION

*MAR 28 1995*  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

C H Cross

NATURE OF THIS WORK ▼ See instructions

JEWELRY DESIGN

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

NAME OF AUTHOR ▼

**a** CHROME HEARTS, INC.

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"? ☒ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country

OR { Citizen of ► U.S.A.  
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions

NOTE

Under the

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☒ Jewelry design

☐ Architectural work

☐ Design on sheetlike material

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country

OR { Citizen of ►  
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

☐ 3-Dimensional sculpture

☐ Map

☐ Technical drawing

☐ 2-Dimensional artwork

☐ Photograph

☐ Text

☐ Reproduction of work of art

☐ Jewelry design

☐ Architectural work

☐ Design on sheetlike material

**a** YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1990

This information must be given in all cases.

**b** DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published.

Month ► November

Day ► 7

Year ► 1990

U.S.A.

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

CHROME HEARTS, INC.

937 North Citrus Avenue

Hollywood, California 90038

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

MAR 28 1995

ONE DEPOSIT RECEIVED

MAR 28 1995

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.  
• See detailed instructions.  
• Sign the form at line 8.

DO NOT WRITE HERE  
Page 1 of 1 Pg. 15



EXAMINED BY

CHECKED BY

FORM VA

☐ CORRESPONDENCE  
Yes
FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ ROBBINS, BERLINER &amp; CARSON

Account Number ▼ DA 026964

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt./City/State/ZIP ▼

John P. Spitals

c/o ROBBINS, BERLINER &amp; CARSON

201 N. Figueroa Street, 5th Floor

Los Angeles, California 90012-2628

Area Code and Telephone Number ▶ (213) 977-1001

CERTIFICATION\* I, the undersigned, hereby certify that I am the

Check only one ▼

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of CHROME HEARTS, INC.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

John P. Spitals

date ▶ March 24, 1995

Handwritten signature (X) ▼

MAIL  
CERTIFI-  
CATE TO

Name ▼

John P. Spitals, c/o

ROBBINS, BERLINER &  
CARSON

Number/Street/Apartment Number ▼

201 N. Figueroa Street, 5th Floor

City/State/ZIP ▼

Los Angeles, California 90012-2628

Certificate  
will be  
mailed in  
window  
envelope

## YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS  
IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable \$20 filing fee in check or money order payable to Register of Copyrights
3. Deposit material

## MAIL TO:

Register of Copyrights  
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Washington, D.C. 20559

The Copyright Office has the authority to adjust fees at 5-year intervals, based on changes in the Consumer Price Index. The next adjustment is due in 1996. Please contact the Copyright Office after July 1995 to determine the actual fee schedule.





